

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JOSE AYALA,)
) **No.: 08 CR 582-1**
 Defendant.) **Magistrate Judge Mason**

FORFEITURE AGREEMENT

Pursuant to the order entered by Magistrate Judge Mason in Case No. 08 CR 582-1, on July 28, 2008, for and in consideration of bail being set for the defendant, **JOSE AYALA**, in the above captioned case, **RAFAEL AYALA AND NANCY AYALA**, hereby warrant and agree that:

1. That **RAFAEL AYALA AND NANCY AYALA** hold legal fee simple title to certain real property commonly known as 7741 S. Tripp, Chicago, Illinois, legally described as follows:

**LOT 38 IN HANCOCK PARK, A SUBDIVISION OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINIOS.**

2. That they have evidenced their interest in said property by presenting the following: Warranty Deed, Tract Search.

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SUITE 700
CHICAGO, IL 60610
(312) 994-9100

3. **RAFAEL AYALA AND NANCY AYALA** warrant that they purchased 7741 S. Tripp, Chicago, Illinois, in October, 2002 for approximately \$180,000.00; that the fair market value of the property is now \$260,000.00; the balance due on the mortgage is approximately \$176,879.72; that their equity in the property is approximately \$83,120.28.

4. **RAFAEL AYALA AND NANCY AYALA**, further warrant that they are the sole owners and title holders of the property commonly known as 7741 S. Tripp, Chicago, Illinois. They warrant that the only outstanding mortgage and/or lien against the subject real property is a first mortgage in favor of Citicorp Trust Bank, Loan #0007564781, in the approximate amount of \$176,879.72.

5. That the bail secured by the subject real property for the defendant **JOSE AYAYLA** has been set at \$ 80,000.00. **RAFAEL AYALA AND NANCY AYALA** agree that up to \$ 80,000.00 of their equitable interest in the subject property shall be forfeited to the United States of America, should the defendant fail to appear in court as required or otherwise violate any condition of the court's release order.

6. **RAFAEL AYALA AND NANCY AYALA** have executed a Quit Claim Deed in favor of the United States of America, and said instrument shall be held by the Clerk of the United States District Court, Northern District of Illinois, Eastern Division, for safekeeping until further order of the Court. **RAFAEL AYALA AND NANCY AYALA** understand that should the defendant, **JOSE AYALA**, fail to appear for Court, or otherwise violate any condition of the above described release the United States of America will seek an order from the Court authorizing the United States of America to file and record the above described Quit Claim Deed and to take whatever further steps may be necessary to perfect their interest in the above described property.

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7. **RAFAEL AYALA AND NANCY AYALA** further agree that they will maintain the property in good repair, pay all taxes and obligation therein when due, and will take no action which will encumber the property or diminish their interest therein, including any effort to sell or otherwise convey the property, without leave of this Court.

8. **RAFAEL AYALA AND NANCY AYALA** further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statements or documents in connection with this agreement or in connection with bail being set for the defendant, **JOSEY AYALA**, then they are subject to felony prosecution which could result in the imposition of severe penalties, including a period of incarceration.

9. **RAFAEL AYALA AND NANCY AYALA** further agree that the United States shall file and record a copy of this Forfeiture Agreement with the County Recorder of Cook County, Illinois, as notice of encumbrance in the amount of the bond.

10. **RAFAEL AYALA AND NANCY AYALA** hereby declare under penalty of perjury that they have read this Forfeiture Agreement in its entirety, and the information contained herein is true and correct. They further agree that their failure to comply with any terms or conditions of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Rafael Ayala
RAFAEL AYALA

7/28/08
DATE

Nancy Ayala
NANCY AYALA

7/28/08
DATE

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SUBSCRIBED and SWORN to
me this 28th day of
July, 2008.

Marisa Sierra
NOTARY PUBLIC

